

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202205001-3

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Corrections / In Custody
Contract or Grant Administrator:	Caleb Erickson
Contractor's / Agency Name:	Washington State Health Care Authority

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No Yes No
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 202205001

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): K5893 CFDA#: N/A

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): 202205001

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 118167

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

- If YES, indicate exclusion(s) below:
- Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency
 - Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
 - Contract work is for less than 120 days. Work related subcontract less than \$25,000.
 - Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 505,075.00
 This Amendment Amount:
 \$ 200,000.00
 Total Amended Amount:
 \$ 705,075.00

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

This is an amendment extending the grant from the Washington State Health Care Authority expanding our MOUD (Medication for Opioid Use Disorder) Program in the Jail and adds \$200,000.00 The original grant and amendments #1 and #2 were both approved by Council.

Term of Contract: 1 year Expiration Date: June 30, 2025

Contract Routing:	1. Prepared by: <u>LReid</u>	Date: <u>05/16/24</u>
	2. Attorney signoff: <u>B Waldron</u>	Date: <u>05/16/24</u>
	3. AS Finance reviewed: <u>A Tan</u>	Date: <u>05/22/24</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>✓</u>	Date: <u>5/15/24</u>
	6. Submitted to Exec.: <u>✓</u>	Date: <u>5/28/24</u>
	7. Council approved (if necessary): <u>AB2024-354</u>	Date: <u>6/4/24</u>
	8. Executive signed: <u>✓</u>	Date: <u>6/5/24</u>
	9. Original to Council: _____	Date: _____

**WHATCOM COUNTY
SHERIFF'S OFFICE**
DONNELL "TANK" TANKSLEY
Sheriff



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225
(360) 778-6600

MEMORANDUM

RECEIVED

MAY 28 2024

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

TO: Satpal Sidhu, County Executive
FROM: Donnell Tanksley, Sheriff
RE: Washington State Health Care Authority
Medication for Opioid Use Disorder (MOUD) Program Grant
DATE: May 16, 2024

Enclosed are two (2) originals of an Amendment renewing the grant contract between WA State Health Care Authority (HCA) and Whatcom County for your review and signature.

▪ **Background and Purpose**

We were awarded a grant in March 2022 by WA State HCA under the *Medication for Opioid Use Disorder (MOUD) in Jails Program*. This 3rd Amendment continues the grant through June 30, 2025. It covers the MOUD program including the costs of a nursing position, pharmaceuticals, supplies, deputy overtime and methadone treatment

▪ **Funding Amount and Source**

Funding in the amount of \$200,000.00 is provided by a State HCA grant.

▪ **Differences from Previous Contract**

This amendment increases the total maximum compensation by \$200,000 from \$505,075 to \$705,075. It also amends the Nondiscrimination Clause on page 1 #3 Section 4.25.

Please contact Caleb Erickson x6455, if you have any questions or concerns regarding the terms of this agreement.

Encl. (2)

		CONTRACT AMENDMENT for MOUD in Jails		HCA Contract No.: K5893 Amendment No.: 3 Whatcom County Contract No. 202205001-3	
THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below and is effective as of the date set forth below.					
CONTRACTOR NAME Whatcom County Corrections			CONTRACTOR doing business as (DBA)		
CONTRACTOR ADDRESS Public Safety Building 311 Grand Avenue Bellingham, WA 98225			CONTRACTOR CONTRACT MANAGER Name: Caleb Erickson Email: cerickso@co.whatcom.wa.us		
AMENDMENT START DATE July 1, 2024		AMENDMENT END DATE June 30, 2025		CONTRACT END DATE June 30, 2025	
Prior Maximum Contract Amount \$505,075		Amount of Increase \$200,000		Total Maximum Compensation \$705,075	

WHEREAS, HCA and Contractor previously entered into a Contract for Medication for Opioid Use Disorder (MOUD) in jails services, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3, Amendments, to amend the Nondiscrimination section, and to add funding and deliverables for SFY2025;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Special Terms and Conditions, section 3.2, Term, subsection 3.2.1 is amended to extend the Contract End Date to June 30, 2025.
2. Special Terms and Conditions, section 3.3, Compensation, subsection 3.3.1 is amended to increase Contract Total Maximum Compensation by \$200,000 from \$505,075 to \$705,075.
3. General Terms and Conditions, section 4.25, Nondiscrimination is amended in its entirety with the following:

4.25. Nondiscrimination

4.25.1 Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

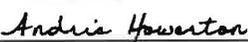
4.25.2 Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

4.25.3 Default. Notwithstanding any provision to the contrary, HCA may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until HCA receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), HCA may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

4.25.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. HCA shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe HCA for default under this provision.

- 4. Schedule A-3, Statement of Work, is hereby added, and incorporated herein.
- 5. This Amendment will be effective July 1, 2024 ("Effective Date").
- 6. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
- 7. All other terms and conditions of the Contract remain unchanged and in full force and effect.

The parties signing below and on page 3 warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by both parties.

HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DocuSigned by:  <small>F2EF77E93FBC4D7...</small>	Andria Howerton Deputy Contracts Administrator	5/15/2024

Schedule A-3 STATEMENT OF WORK

1. Purpose

Support a comprehensive treatment program for incarcerated individuals with Opioid Use Disorder (OUD) and Alcohol Use Disorder (AUD), beginning with screening upon entry and ending with seamless transition to the care in the community, with use of Medications for Opioid Use Disorder (MOUD) and Medications for Alcohol Use Disorder (MAUD) at its core.

This program contract supports [RCW 71.24.599: Opioid use disorder—City and county jails—Funding. \(wa.gov\)](#).

Health Equity - This program also intends to address inequities in treatment and recovery services by providing medically necessary treatment to incarcerated individuals. Programs should understand cultural barriers and provide culturally appropriate services. Additionally, this program intends to identify stigma and educate to ensure ongoing collaboration and openness to change.

2. Acronyms and Definitions

- 2.1. **AI/AN** means American Indian/Alaska Native.
- 2.2. **AUD** means Alcohol Use Disorder.
- 2.3. **Contractor** and **Jail** may be used interchangeably within this Statement of Work. The Contractor is responsible for ensuring the Statement of Work is performed within the jail.
- 2.4. **IHCP** means Indian Health Care Provider.
- 2.5. **MAUD** means Medications for Alcohol Use Disorder.
- 2.6. **MCO** means Managed Care Organizations.
- 2.7. **MOUD** means Medications for Opioid Use Disorder.
- 2.8. **OTP** means Opioid Treatment Program.
- 2.9. **OUD** means Opioid Use Disorder.

3. Work Expectations

The Contractor shall ensure funds are responsibly used towards the OUD and AUD treatment programs in the jail and provide the community standard of care, including, at a minimum, the following core components:

3.1. General Standards.

- 3.1.1. [2020 ASAM National Practice Guideline for the Treatment of Opioid Use Disorder](#);
- 3.1.2. [Guidelines for Managing Substance Withdrawal in Jails](#);

3.1.3 For AI/AN program participants receiving MOUD/MAUD Services, the Contractor's Tribal Liaison or designee, shall coordinate with the program participant's Indian Health Care Provider (IHCP) to ensure the IHCP can participate in treatment and discharge planning, including continuity of care in the nearest IHCP clinically appropriate setting for all AI/AN program participants.

3.2. Intake.

- 3.2.1. Continue MOUD and MAUD for individuals who are already taking these medications upon entering the facility.
- 3.2.2. Continue the individual on the same medication at the same dose unless ordered otherwise by the prescriber based on clinical need (documented in the individual's medical record) with the exceptions listed below:
 - 3.2.2.1. Injectable long-acting naltrexone may be converted to an equivalent oral dose until just prior to release at which time the injectable form shall be restarted.
 - 3.2.2.2. Injectable long-acting buprenorphine may be converted to an equivalent oral dose until just prior to release at which time the injectable form shall be restarted.
 - 3.2.2.3. Oral buprenorphine may be converted among the three formulations (film, tablet with naloxone, tablet without naloxone).
 - 3.2.2.4. If the individual is not pregnant, methadone may be transitioned to buprenorphine if the jail is not a licensed Opioid Treatment Program (OTP) and the nearest OTP is not within reasonable driving distance from the jail or there is no OTP within reasonable distance of the individual's release residence.
 - 3.2.2.5. Though MOUD/MAUD may not be discontinued on a policy or administrative basis because of the presence of other illicit or controlled substances, administration of the community-based MOUD or MAUD may be adjusted if clinically necessary due to pharmacologic risks of drug-drug interaction.
- 3.2.3. Screen all newly admitted individuals for risk of acute withdrawal from opioids and alcohol upon intake.
- 3.2.4. Screen for OUD and AUD without physical dependence (i.e. without a risk of acute withdrawal) after intake, as long as the delay does not impair the ability to begin treatment prior to release.
- 3.2.5. Offer initiation of MOUD treatment to individuals who are physically dependent on opioids.
- 3.2.6. Educate individuals on treatment choices and the process for continuation of access to MOUD, during incarceration, and upon release.
- 3.2.7. Make available and offer treatment using some formulation of methadone, buprenorphine, and naltrexone based on a mutually agreed-upon plan between the prescriber and the individual, with the following exceptions or caveats:
 - 3.2.7.1. The jail may decline to offer methadone if the jail is not a licensed OTP and the nearest OTP is not within reasonable driving distance from the jail or there is no OTP within reasonable distance of the individual's release residence.

- 3.2.7.2. If there is no available buprenorphine provider in the community to which the individual will release, the Jail must still offer buprenorphine (tapered over several days) if opioid withdrawal is clinically indicated.
- 3.2.7.3. If withdrawal is not clinically indicated and the only reason for considering discontinuation of buprenorphine is the lack of an available buprenorphine provider in the community to which the individual will release, a decision whether or not – or when – to discontinue buprenorphine prior to release should be made based on a plan mutually agreed -upon between the individual and the prescriber based on the length of time the individual is expected to remain in the jail, the risks of opioid misuse or overdose during the incarceration, and the individual's willingness to receive a dose of an extended release injectable buprenorphine just prior to release that will provide the individual a safe tapered withdrawal in the community if no provider is available.
- 3.2.7.4. Provide naltrexone in oral formulation while the individual is incarcerated. Offer injectable long-acting naltrexone or buprenorphine as an option prior to release.
- 3.2.7.5. Offer oral buprenorphine without naloxone while the individual is incarcerated but must discharge the individual on a formulation of buprenorphine with naloxone unless there is a clinical reason not to do so (e.g., the individual is discharged on injectable buprenorphine, the individual is allergic to naloxone).
- 3.2.8. Contractor shall not facilitate forced opioid withdrawal (including withdrawal using a tapering dose of buprenorphine or methadone) unless the individual provides an informed refusal of treatment or the individual elects MOUD treatment with naltrexone, in which case withdrawal is clinically required.
 - 3.2.8.1. In such case, Contractor may use other medications (clonidine, anti-emetics, anti-diarrheals, analgesics) in place of buprenorphine or methadone if the individual so chooses or as adjuncts to these medications, but they may not be the only withdrawal treatment available.
 - 3.2.8.2. Initiation of buprenorphine or methadone, whether for induction of treatment or for withdrawal, may not be delayed for administrative reasons, e.g., unavailability of a prescriber, beyond when they are clinically indicated to be started.
- 3.2.9. Offer treatment for withdrawal with benzodiazepines to individuals entering the facility who are physically dependent on alcohol, if clinically appropriate.
- 3.2.10. Provide immediate evaluation to individuals at risk for, or in, opioid or alcohol withdrawal who refuse treatment by a medical or mental health prescriber or a licensed mental health professional at the masters' level or higher, to determine if they have decision-making capacity. If they do not, they must be transported to a community hospital and may not return to the jail until they are clinically safe to return to the jails AND have regained decision-making capacity.

3.3 During Incarceration.

- 3.3.1. Offer initiation of MOUD/MAUD to individuals with OUD/AUD not already identified and/or offered treatment at intake (e.g., individuals with OUD but without physical dependence; individuals with AUD who underwent withdrawal)
- 3.3.2. Educate individuals on treatment choices and the process for continuation of access to MOUD/MAUD, during incarceration, and upon release.
- 3.3.3. Administer methadone and buprenorphine daily or more frequently.
- 3.3.4. Contractor will not use alternate-day ("Balloon") dosing of buprenorphine.
- 3.3.5. Offer counseling to individuals for their OUD and/or AUD disorder who are expected to remain in jail for longer than one month.
- 3.3.6. Provide MOUD/MAUD not contingent on the individual's willingness to participate in counseling.

3.4. Release. The Jail must accomplish the following prior to release:

- 3.4.1. Complete release planning and reentry coordination as soon as possible after admission to ensure an effective plan is in place prior to release or in the event of an unexpected release of an individual who needs continued treatment and services.
- 3.4.2. Provide at least two (2) doses of naloxone (e.g., Narcan®) or nalmefene (Opvee®) and training on how to administer the medications to all individuals with OUD.
- 3.4.3. Schedule the first community appointment with a treatment facility for continuation of MOUD or MAUD.
- 3.4.4. Provide - in hand, upon release, and at no cost to the individual - sufficient doses of MOUD and/or MAUD to bridge individual until scheduled MOUD/MAUD follow-up appointment at community treatment facility (does not apply to individuals treated with injectable MOUD/MAUD).
 - 3.4.4.1. Inform individuals who are at risk of being released directly from court, prior to going to court, that they may request to be transported back to the jail by staff to receive these medications prior to going home.
 - 3.4.4.2. In situations where an appointment cannot be made, e.g., after-hours bail-out, give the individual enough medication to last until the next available appointment at the community treatment facility. If the appointment date is unknown, give individual a minimum of a 30-day supply.
 - 3.4.4.3. In situations where medications cannot be provided upon release, e.g., unscheduled release at a time when medical staff are not present in the jail:
 - 3.4.4.3.1. Inform the individual that they may either return to the jail in the morning to receive bridge medications; or
 - 3.4.4.3.2. If no medical staff are present the following day, call in a prescription for the same bridging medication to a local pharmacy, at no cost to the individual.

- 3.4.5. Assist Medicaid-eligible individuals to sign-up with Medicaid or assist individuals whose Medicaid coverage has been terminated to reestablish coverage.
- 3.4.6. For any individual with Medicaid coverage, work cooperatively with the individual's Managed Care Organizations (MCO) to facilitate re-entry, including but not limited to allowing the MCO's agent timely access to the facility and the individual.

3.5. Contract Management.

- 3.5.1. Ensure specific tools, such as job descriptions, policies and procedures, and statements of work, are developed, and staff are adequately trained, to ensure consistent and appropriate practice.
- 3.5.2. Attend monthly meetings with HCA DBHR program administrator to discuss project contract requirements, compliance, and problem-solving. Attend additional meetings as required or deemed necessary by the HCA DBHR program administrator.
- 3.5.3. Contractor will cooperate with periodic site visits by the HCA DBHR program administrator or designee and make all relevant records and personnel available.

4. Reports

4.1. Monthly Progress Reports. Reports shall include, but not limited to, the following:

- 4.1.1. How funding is being spent.
 - 4.1.1.1. Prioritize funding towards efforts to sustain the MOUD/MAUD program.
 - 4.1.1.2. Budget updates.
- 4.1.2. Program details.
 - 4.1.2.1. All components of the standard of care must be met.
 - 4.1.2.2. Share barriers and successes.
 - 4.1.2.3. Technical assistance.
 - 4.1.2.4. Training participation.
 - 4.1.2.5. Staff changes.
 - 4.1.2.6. Additional information as needed.
- 4.1.3. Ongoing Staff Training
 - 4.1.3.1. Name(s) and date(s) of conference(s) or training event(s) that pertain to MOUD or MAUD in a jail setting or otherwise deemed appropriate.
 - 4.1.3.2. Program staff attendance for each conference or training event.

4.2 Monthly Data Collection Spreadsheet.

- 4.2.1. Data spreadsheet filled out completely with Section 4.2.3 below, following template provided by HCA and shared via the Managed File Transfer (MFT) portal.
- 4.2.2. Participation requires performance monitoring activities, including timely and accurate data reporting to the Health Care Authority, Division of Behavioral Health and Recovery (HCA DBHR). Further evaluation, including on- and off-site data collection may be conducted by HCA DBHR or a third party.
- 4.2.3. The contractor will submit a monthly report, template provided by HCA DBHR, by the 10th day of the month with the following participant information, (identified as having a current OUD), for the previous month:
 - 4.2.3.1. Full name.
 - 4.2.3.2. Date of birth.
 - 4.2.3.3. Provider One #, SSN or another unique identifier.
 - 4.2.3.4. Date of booking.
 - 4.2.3.5. Date MOUD started: continued or induction?
 - 4.2.3.6. Date of release if applicable.
 - 4.2.3.7. Schedule first appointment upon release.
 - 4.2.3.8. Which MOUD provided upon release.
- 4.2.4. Information will be collected via the Managed File Transfer (MFT). It may be shared with Research Data and Analysis (RDA) for evaluation purposes.

5. **Allowable expenses.** The following is a list of allowable expenses. Contractor shall submit items not on this list to HCA Contract Manager for approval before purchasing.

5.1. Program Staff.

- 5.1.1. Nursing.
- 5.1.2. Medical assistants.
- 5.1.3. Providers, prescribers.
- 5.1.4. Correctional staff.
- 5.1.5. Clerical or administrative staff for program reporting and administration.
- 5.1.6. Care navigators, reentry coordinators, peer support, substance use disorder professionals, community health workers.

5.2 MOUD/Medications.

- 5.2.1. Medications for opioid use disorder (MOUD) FDA approved buprenorphine, (this can include long-acting injectable buprenorphine), methadone and naltrexone.
- 5.2.2. FDA approved medications for alcohol use disorder (MAUD).
- 5.2.3. Naloxone for jail and staff.

5.3. Program Supplies.

- 5.3.1. Technology:
 - 5.3.1.1. Tablets.
 - 5.3.1.2. Phones.
 - 5.3.1.3. Security.
 - 5.3.1.4. Internet/wi-fi enhancements to allow for telehealth.
 - 5.3.1.5. Other supplies approved by HCA Contract Manager prior to purchase.
- 5.3.2. Program Staff Office Needs:
 - 5.3.2.1. Desk.
 - 5.3.2.2. Chair,
 - 5.3.2.3. Computer.
 - 5.3.2.4. Phone.

5.4. Release and Reentry.

- 5.4.1. Transportation for program participants upon release to first appointment, pick up prescription, safe place, etc.
- 5.4.2. Release kit items such as:
 - 5.4.2.1. Naloxone.
 - 5.4.2.2. Gift cards.
 - 5.4.2.3. Clothing, shoes.
 - 5.4.2.4. Personal hygiene items.
 - 5.4.2.5. Phones.

6. Deliverables Table

#	Description	Due Date	Rate	Amount
1	Monthly Progress Report	July 2024-May 2025: the 10 th day of the month following each month of service	\$8,000 per report x 11 reports	\$100,000
		June 2025: With final invoice	\$12,000 per report x 1 report	
2	Monthly Data Collection Spreadsheet	July 2024-May 2025: the 10 th day of the month following each month of service	\$8,000 per report x 11 reports	\$100,000
		June 2025: With final invoice	\$12,000 per report x 1 report	
Total Maximum Compensation for deliverables completed through June 30, 2025				\$200,000